

## BILL OF SALE AND PURCHASE AGREEMENT

This agreement is made on the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ by and between:

<b>BREEDER/SELLER INFORMATION:</b>	
Name:	Skylar Copeland
Phone:	
Email:	firesidefernweh@gmail.com
Address:	
City, State, Zip:	

The above hereinafter referred to as the “Seller” and is a party to this agreement.

Seller’s initials certifying they have provided true and correct information: \_\_\_\_\_

<b>BUYER INFORMATION:</b>	
Name:	
Phone:	
Email:	
Address:	
City, State, Zip:	

The above hereinafter referred to as the “Buyer” and is a party to this agreement.

Buyer’s initials certifying they have provided true and correct information: \_\_\_\_\_

<b>PUPPY/DOG INFORMATION:</b>			
Registered Name:			
Registration #s:		Date of Birth:	
Call Name:		Sex:	
Microchip #:			
Sire:		Reg. #s:	
Dam:		Reg. #s:	

The above hereinafter referred to as “Dog” and is the subject of this agreement.

## TERMS AND CONDITIONS

### 1. Payment of Purchase

- a. Seller agrees to sell Buyer the above named Dog for the amount of \$\_\_\_\_\_USD, which is due in full before the Dog is placed in possession of the Buyer.
- b. Buyer has paid a holding fee of \$\_\_\_\_\_ on \_\_\_/\_\_\_/\_\_\_ with payment of the remaining balance due at pickup.
- c. Buyer is responsible for any and all fees associated with payment transfers.
- d. Our preferred methods of payment are by Cash, Cashiers check, or Good Dog.
- e. If the Dog becomes unavailable due to sickness, death or any other circumstance, any monies paid by the Buyer will, at the Buyer's option be either
  - i. Refunded.
  - ii. Transferred to a future litter.
- f. Buyer acknowledges the holding fee will not be returned should they choose to back out of the puppy without a valid reason. Seller will not be unreasonable with keeping the holding fee, should something outside of the Buyer's control affect their ability to purchase this puppy.
- g. Buyer acknowledges and agrees that they forfeit any rights to the Dog if:
  - i. Buyer fails to complete the purchase of the Dog for any reason.
  - ii. Buyer fails to pay the complete Purchase Price prior to transfer of the Dog.
  - iii. Buyer provided false information.

### 2. General Terms

- a. This Dog is being sold to the Buyer as a companion first and foremost. If the dog meets the requirements laid out in the contract, it will be granted breeding rights at that time.
- b. This Dog also has the potential for successfully competing in Canine Performance activities or competitions as appropriate for their breed. Including, but not limited to: Agility, Nosework, Rally Obedience, Dock Diving, and Obedience. Buyer understands that Performance Potential does not guarantee how the Dog will perform, or that they will achieve any titles. The Seller has no control over the training, conditioning and competition of the Dog.
- c. The Buyer accepts the risks and responsibilities of training the Dog; and the Buyer acknowledges that they have sole responsibility for ongoing, lifetime socialization and training as appropriate for the Dog's age and level.
- d. Temperament is a product of many things, not simply genetics, and Buyer accepts that much of a dog's temperament or eventual adjustment is determined by the skill and patience of it's owner(s) and how it is raised or integrated into the new home/situation.
- e. Seller in no way warrants that the Dog will meet any specific training objective or achievement standard as desired or expected by the Buyer. Goals are great things to have, but one cannot warrant the future, training skill, and the myriad of other things which must be in place to achieve training or competitive goals. The accomplishments of a dog are also largely a result of training and the relationship between owner and dog. These are not things the Seller can control, therefore are not things the Seller will warrant.
- f. Seller shall not be held responsible for the development of any disqualifying faults, diseases, or disorders.

### **3. Registration Policies**

- a. Seller has registered this Dog with the Federación Canófila de Puerto Rico (FCPR). FCPR registration will remain in possession of the Seller until proof of the dog being altered (spay/neuter/vasectomy/ovary sparing spay) or documentation proving the breeding requirements, as laid out in section 9, have been met has been sent to the Seller.
- b. Seller has registered the Dog with the United Kennel Club (UKC), with their name as the Sole Signatory and the Buyer's name as the Successor. Upon proof of the dog being altered (spay/neuter/vasectomy/ovary sparing spay) or documentation proving the breeding requirements as laid out in section 9 have been met has been sent to the Seller., the dog will be transferred entirely to the Buyer unless otherwise agreed.
- c. Seller has had a Microchip implanted and registered. The Seller's name shall remain as a secondary contact on the Microchip, with the Buyer as primary contact. Any attempt to remove Seller from the Microchip contact information is an immediate breach of contract.
- d. If the Dog is to be registered with any additional registries (UKI, USDAA, etc), the name will be as it was written on the FCPR original registrations for any and all additional registries, except the American Kennel Club (AKC). If the original FCPR registered name is too long, the buyer may shorten "of Fireside Fernweh" to "Fire Fernweh" at the end of the registered name.
- e. This Dog shall not be registered with AKC as a German Shepherd Dog via foreign registration or Purebred Alternative Listing (PAL). If the buyer chooses to register this Dog with AKC, it shall be registered as an All American Dog through the Canine Partners Program (CPP). Registering this Dog as a German Shepherd Dog via foreign registration or Purebred Alternative Listing shall constitute an immediate breach of contract.
- f. This dog shall not be registered as anything other than a White Swiss Shepherd or White Shepherd in any other registry, except AKC as laid out above.

### **4. Seller's Representations**

- a. Seller is the legal and true owner of the Dog and has the full right and authority to sell the Dog.
- b. The Dog is being sold free and clear of any lien, security interest, charge or other encumbrance.
- c. Seller guarantees that the Dog is a purebred White Swiss Shepherd/White Shepherd, offspring of a purebred sire and dam as set out on page 1 of this agreement.
- d. No guarantees are expressed or implied or are made by Seller that the dog will remain free from injury, illness or other health conditions once the Dog has left the Seller's care or throughout it's lifetime.

### **5. Buyer's Representations**

- a. Buyer agrees that the Dog is being bought for myself and will not be sold, adopted, or given to another party without notifying the Seller and giving the Seller the option of taking the Dog back.
- b. Buyer agrees that this Dog is never to be allowed to run at large, and shall be contained by fence, tie out, leash, invisible fence, or supervision when outside.

- c. Buyer agrees to care for the Dog in a humane manner and be a responsible animal guardian. This includes supplying high-quality food, water, shelter, attention and necessary veterinary care, and be merciful in discipline.
- d. Buyer agrees to train and socialize the Dog in amounts appropriate to the age of the Dog.
- e. If the Buyer moves from the address stated above, the Buyer shall, within 60 days of the address change, provide the new address to the Seller. Additionally, if the Buyer changes phone numbers, the Buyer shall notify the Seller of the new number within 60 days.
- f. Buyer agrees to provide regular updates on the Dog, its care, and any notable events via Messenger, Text Messaging, or the Facebook group, Fireside Fernweh Puppy Group.

#### **6. Veterinary Care and Nutrition**

- a. Dog is up to date on vaccinations and deworming at the time Buyer takes possession.
- b. Seller is not responsible for any communicable diseases or reactions from vaccinations once the veterinarian has cleared the Dog in the initial check up as outlined in this contract.
- c. Buyer agrees to follow all local, state and Federal laws concerning canine Rabies vaccinations. Buyer agrees to keep the Dog current on all veterinary care, including shots, de-worming, and flea and tick preventative, and seek appropriate care in the event of injury or illness. Buyer is responsible for any and all veterinary expenses incurred while in their care.
- d. Buyer agrees to keep the Dog at a healthy weight and not allow it to become obese or malnourished. In the event that the Dog becomes malnourished, the Seller retains the right to repossess the dog without any refunding any money.
- e. In the event of accident or injury, the Buyer agrees to immediately inform Seller of the condition, diagnosis, and recommendations. The Seller also has the right to request release of records for review and/or discuss with their personal veterinarian or specialist if necessary.
- f. Buyer agrees to feed a premium quality kibble or a balanced raw diet for the life of the Dog.
- g. Buyer agrees NOT to take the Dog to dog parks, pet stores, or other high dog traffic places until they have had all recommended vaccinations and the risk of contracting communicable diseases are minimized.

#### **7. Health Warranties**

- a. Seller guarantees the Dog is in good health and free of communicable diseases at the time of this sale. The Dog has had one or more set of shots and deworming as scheduled depending on the date of possession. Buyer has three (3) business days (excluding Sundays) from possession to have the Dog examined by a licensed Veterinarian, at Buyer's sole cost. If the Dog fails the examination, Buyer may return the Dog, with a written statement from the Veterinarian, for a full refund less the deposit. Failure to do so is an acceptance of health, anatomical make-up, appearance and temperament. If Buyer chooses to keep the Dog, no replacement will be given and all medical costs and treatment are sole responsibility of the Buyer.
- b. If the Dog is believed to be affected by a health condition upon initial examination, the Seller has the right to request a second Veterinary opinion. The Buyer must provide proof

- of examination and all diagnosis with all phone numbers and names of treating Veterinarians.
- c. If prior to the Dog's third (3) birthday, the Dog is found to have a genetic health defect that affects adversely the Dog's quality of life and renders it unsuitable as a show/performance dog or companion, the Dog may be returned to the Seller, with written proof from a licensed veterinarian or certifying organization of the defect, for a replacement. Seller reserves the right to obtain a second opinion within 30 days of the notification. In the event of the death of the Dog, a formal necropsy is required if the cause of death is not immediately apparent, and results must be submitted to the Seller accordingly.
  - d. Seller guarantees this dog has hips and elbows of the following results:
    - i. Hips:
      - 1. Official OFA Hip score of "Fair" or better at 24-36 months
      - 2. Prelim OFA Hip score of "Fair" or better at 6-23 months
      - 3. PennHIP report stating "No signs of osteoarthritis," but no guarantee is made for the PennHIP Distraction Index numbers or score.
    - ii. Elbows
      - 1. Official OFA Elbow score of "Normal" at 24-36 months
      - 2. Prelim OFA Elbow score of "Normal" or better at 6-23 months
    - iii. Should the Dog's hip or elbow scores be less than the scores stated above, the buyer will refund the purchase price less the holding fee if the dog requires surgery before age 7, or ½ of the purchase price if the dog is asymptomatic and/or does not require surgery before age 7.
    - iv. If the Buyer suspects the Dog has hip or elbow dysplasia, they must have x-rays scored by OFA (hips, elbows) or PennHIP (hips) to receive a partial or full refund. No refund will be given without a Prelim or Official OFA score or PennHIP report, as this is the only way to definitively diagnose Hip and Elbow dysplasia.
    - v. Seller reserves the right to ask that the dog is scored again by another vet if it is believed positioning could be the cause of a failing score. If the dog fails again, Seller will reimburse Buyer for the second opinion.
    - vi. If the dog is considered "Borderline" by OFA, the dog must be x-rayed again in 6 months to determine the outcome.
  - e. Seller does not warrant any condition, which is deemed by a veterinarian to be a normal aspect of geriatric age, communicable diseases or conditions related to an injury. This guarantee is only valid if the following conditions are met, and proof therein is provided to the Seller:
    - i. The Dog has been fed a high quality diet free of Peas, Pea Protein, or other legumes.
    - ii. The Dog has not been allowed to become obese or malnourished.
    - iii. The Dog has not contracted a communicable or preventable disease.
    - iv. The Dog has not been spayed prior to 18 months if it is a female, and not neutered prior to 24 months if it is a male.

- v. The Dog has not been excessively exercised before it's growth plates have closed, at roughly 18 months.
- vi. The Buyer has not violated any other provision of this agreement.
- f. Violating any of these provisions immediately voids the entirety of Section 7: Health Warranties, but does not void any other section of the contract.

## **8. Return Policy**

- a. If at any time, for any reason, the Buyer finds that they are unable or unwilling to continue to care for this Dog, the Buyer agrees to contact the Seller FIRST. The Buyer is required to inform the Seller of such an issue as soon as possible.
- b. The Seller always gets first right of refusal upon decision made by Buyer to re-home the Dog sold to them by the Seller. If the dog is less than a year old, a refund less the holding fee will be given after the successful placement of the dog. If after a year, no refund will be given.
- c. Buyer agrees that at no time they will sell, give, trade, lease, foster, adopt, place, have someone watch long-term, or re-home this Dog to any person, business or organization, including taken to a shelter or rescue without prior explicit approval from the Seller. Such permission shall not be withheld unreasonably, but Seller has the exclusive right to determine the suitability of any potential subsequent owner. If any such placement occurs, the new owners must complete and sign a copy of this agreement.
- d. In the event of relinquishment, the Buyer agrees to either transport the Dog to the Seller, or pay the transportation fees to Seller.
- e. Buyer agrees that at the time of transfer of the Dog back to the Seller any and all registration papers and medical records will be turned over to the Seller, and all necessary paperwork will be signed transferring ownership back to the Seller. Registration of Microchip or other permanent form of identification will be transferred to Seller. All transfers must be complete upon transfer to Seller.
- f. If Seller is not notified regarding a transfer of Dog in such a way, it will constitute a breach of contract.
- g. In the event of Buyer's death or long term health care needs make them unable to care for the Dog, family or power of attorney should notify Seller immediately.

## **9. Breeding**

- a. Buyer agrees not to breed the Dog prior to 20 months of age if female or 18 months of age if male.
- b. The Dog shall not be bred until
  - i. The dog has received official documentation for one of the following options:
    - 1. UKC Grand Show Champion or IABCA Adult Honors Champion,
    - 2. UKC Show Champion or IABCA Adult National Champion AND one title in a Performance Sport (agility, dock diving, nosework, rally, obedience, flyball, herding instinct, etc)
      - a. Trick titles or other titles earned by submitting videos only will not be accepted - dog must have live-trialed
    - 3. Any live trial performance sport championship title (agility, dock diving, nosework, rally, obedience, flyball, herding instinct, etc)

- a. Trick titles or other titles earned by submitting videos only will not be accepted - dog must have live-trialed
    - 4. Bitesport level one title, such as IGP1 or MR1
  - ii. The dog has received one of following scores for hip x-rays, and
    - 1. Prelim OFA hip score of “Fair” or better at 12 months or older
    - 2. Official OFA hip score of “Fair” or better at 24 months or older
  - iii. The dog has received one of the following for elbow x-rays
    - 1. Prelim OFA score of “Normal” elbows at 12 months or older
    - 2. Official OFA score of “Normal” elbows at 24 months or older
  - iv. The dog has received a Normal/Clear Cardiac OFA result
- c. Buyer shall be responsible for all expenses related to breeding of this Dog.
  - d. Buyer agrees to be objective in their evaluation of this dog prior to breeding, and will not breed it if the dog does not bring anything of value to the White Swiss Shepherd breed.
  - e. Seller will have no claim to offspring from any breeding or financial gains or losses.
  - f. If the Buyer intentionally breeds the Dog prior to above stated age and/or without suggested health tests, Buyer acknowledges that it constitutes a breach of contract.
  - g. It is recommended any potential mate also undergo MDR1 and DM genetic testing in addition to OFA, BVA, or FCI x-rays for Hip and Elbow dysplasia.
  - h. Should there be an accidental breeding of the Dog, whether it is prior to the above requirements or completed, Buyer must immediately notify the Seller of the situation. Buyer and Seller will agree on a resolution together.
  - i. No offspring shall be sold to dog dealers, pet shops, their agents or any testing facility, medical or otherwise.
  - j. This Dog cannot be used in the creation of a New, Rare or Designer breed, including mixing with Poodles or Doodles.
  - k. Buyer agrees to only breed this dog to other purebred White Swiss Shepherds/White Shepherds registered with FCPR and/or UKC. Buyer explicitly agrees not to breed this dog to any colored German Shepherd Dog. Any such action is an immediate breach of contract.

#### **10. Legal Disclaimer**

- a. Buyer and Seller accept and agree by the Terms and Conditions governing the purchase and sale of the Dog.
- b. Buyer agrees to agreement regarding the above-described Dog under stated conditions.
- c. Both parties, without any emotional or mental whatsoever, are freely entering into this contract.
- d. This Contract/Agreement are only implied between the Seller and the original buyer, NOT a third party.
- e. Seller reserves the right to enforce this contract in order to protect the welfare of the dog.
- f. The Buyer expressly grants permission for the Seller or their designee(s) to request to visit the Buyer’s residence at a convenient time to verify the welfare of the Dog.
- g. The Buyer further expressly agrees that the Seller may repossess the Dog upon any evidence of neglect and/or abuse, or upon any breach of this agreement, at no expense to the seller and with no refund of any monies to the Buyer. Buyer shall relinquish dog within 24 hours of said breach.

- h. In the case of Breach of any part of this agreement, Buyer is subject to legal action and will be responsible for any and all expenses incurred, including legal fees and any additional expenses. In addition, a penalty of \$10,000 owed to Seller by Buyer and/or repossession of the Dog.
- i. All attempts of cooperation between Buyer and Seller independent of legal action will be of greatest importance.
- j. Should the Seller need to seek legal action against the Buyer for violations of this agreement, the Buyer hereby agrees that he/she/they will assume any and all attorney costs, court fees, and other legal fees incurred in the process of enforcing this contract or of repossessing the Dog.
- k. If any action or failure to act on the part of the Buyer shall result in any claim, suit, loss, damage, injury, death, or liability, Buyer agrees to defend, indemnify, and hold Seller from any and all liability, costs or damages caused by the Dog after placement with Buyer, including damage to or destruction of property and injury to any person.
- l. Any action or claim brought forth in regards to any part of this agreement, or for loss due to negligence must be brought within 1 year of the date such claim or loss occurs.
- m. This agreement shall be governed by and construed in accordance with the laws of the State of Illinois, in the country of the United States of America.

The terms of this contract constitute the entire agreement between the Buyer and the Seller at the time of sale. This Agreement shall not be amended or modified except by both parties in writing and signed in the presence of and certified by a Notary. No other written or verbal statements expressed or implied shall alter this agreement.

Buyer Printed Name:	Seller Printed Name:
Signature and Date:	Signature and Date: